Bike To Work Day Participant General Release, Waiver of Liability and Assumption of Risk

In consideration of being permitted to participate in any way in the 2017 Colorado Springs Bike to Work Day event, I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE AND AGREE that I am voluntarily participating in the Bike to Work Day event, that I understand that cycling is an inherently dangerous sport and fully realize the dangers of participating in this event and that I am qualified, in good health, and in proper physical condition to participate in the Bike to Work Day event. I further acknowledge that the Bike to Work Day event will be conducted over public roads and facilities open to the public during the ride and upon which the hazards of traveling are to be expected. I further agree that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Bike to Work Day event.
- 2. FULLY UNDERSTAND that bicycling activities involve inherent risks and dangers of serious bodily injury and that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Bike to Work Day ride and/or the conditions in which the Bike to Work Day ride takes place.
- 3. FULLY ACCEPT AND ASSUME all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Bike to Work Day ride.
- 4. FULLY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE, the City, its officers, employees and agents, and all Bike to Work Day organizers, sponsors, agents, employees, or volunteers (all considered "Releasees"), from all liability, claims, demands, losses or damages whether caused by my own actions, or inactions, the actions or inactions of others participating in the Bike to Work Day ride, the conditions in which the Bike to Work Day ride takes place, or the negligence of the organizers, sponsors, agents, employees, or volunteers. I further agree to indemnify all of the Releasees FROM AND AGAINST ANY AND ALL RIGHTS AND CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, which I have or which may hereafter accrue to me as a result of, or in any way connected with, my participation in the 2017 Colorado Springs Bike to Work Day event.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.